

PROVIDENCE CITY COUNCIL MEETING AGENDA
May 24, 2016 5:45 p.m.
Providence City Office Building, 15 South Main, Providence UT

The Providence City Council will begin discussing the following agenda items at **5:45 p.m.** Anyone interested is invited to attend.

Call to Order: Mayor Calderwood
Roll Call of City Council Members: Mayor Calderwood
Pledge of Allegiance:

Approval of the minutes

Item No. 1. The Providence City Council will consider approval of the minutes of May 10, 2016 City Council meeting.

Item No. 2. The Providence City Council will consider approval of the minutes of May 16, 2016 City Council meeting.

Public Comments: Citizens may appear before the City Council to express their views on issues within the City's jurisdiction. Comments will be addressed to the Council. Remarks are limited to 3 minutes per person. The total time allotted to public comment is 15 minutes. The City Council may act on an item, if it arose subsequent to the posting of this agenda and the City Council determines that an emergency exists.

Public Hearing(s):

Item No. 1. 6:00 p.m. Proposed Creation of a local district under the Water Conservancy District Act: The Providence City Council is holding a public hearing to receive public comment on a proposal from Cache County and Municipalities proposing the creation of a local district under the Water Conservancy District Act, Utah Code Ann. 17B-2a-1001 et seq., which is expected to include all of Cache County, Utah. The City Council invites you to attend the hearing in order to offer your comments.

Item No. 2. 6:45 p.m. Proposed Budget Adjustment: The Providence City Council is holding a public hearing to consider amending the 2016 Budgets for all funds; including but not limited to a proposed adjustment to use monies collected in prior years for the purpose of remodeling the building located at 164 North Gateway Drive, Providence, to house the City offices; and to use monies collected in prior years for the purpose of improving streets, water system, sewer system, and storm water system.

Business Items:

Item No. 1. Resolution 022-2016: The Providence City Council will consider for adoption a resolution adjusting the 2016 Budgets for all funds.

Item No. 2. Resolution 023-2016: The Providence City Council will consider for adoption resolution awarding the bid for the Providence City Office Remodel for the building located at 164 North Gateway Drive.

Item No. 3. Resolution 024-2016: The Providence City Council will consider for adoption a resolution awarding the bid for the Providence 400 South Street Improvements Project No. 15-050.

Item No. 4. Discussion: The Providence City Council will discuss a proposal for a charter school with a proposed location in the area of 485 North 100 West.

Item No. 5. Discussion: Alma Leonhardt will present a review of the Cache Valley Transit District.

Item No. 6. Resolution 025-2016: The Providence City Council will consider for adoption a resolution approving Development and Public Improvement Installation Agreement for Hillcrest Subdivision Phase 5; a 19-Lot residential subdivision located generally at 530 East 800 South.

Item No. 7. Discussion: The Providence City Council will discuss the proposed budget for Fiscal Year 2017 for all funds.

Staff Reports: Items presented by Providence City Staff will be presented as information only.

Council Reports: Items presented by the City Council members will be presented as informational only; no formal

action will be taken. The City Council may act on an item, if it arose subsequent to the posting of this agenda and the City Council determines that an emergency exists.

Executive Session Notice:

The Providence City Council may enter into a closed session to discuss pending or reasonably imminent litigation as allowed by Utah Code 52-4-205(1)(c).

The Providence City Council may enter into a closed session to discuss professional competence or other factors allowed by Utah Code 52-4-205(1)(a).

The Providence City Council may enter into a closed session to discuss land acquisition or the sale of real property Utah Code 52-4-205(1) (d) and (e).

Agenda posted the 20 day of May 2016.


Skarlet Bankhead
City Recorder

If you are disabled and/or need assistance to attend council meeting, please call 752-9441 before 5:00 p.m. on the day of the meeting.

Pursuant to Utah Code 52-4-207 Electronic Meetings – Authorization – Requirements the following notice is hereby given:

- Providence City Ordinance Modification 015-2006, adopted 11/14/2006, allows City Council member(s) to attend by teleconference.
- The anchor location for this meeting is: Providence City Office Building, 15 South Main, Providence, UT.
- Member(s) will be connected to the electronic meeting by teleconference.

JOINT PUBLIC NOTICE OF HEARING REGARDING THE PROPOSED CREATION OF THE CACHE WATER DISTRICT IN CACHE COUNTY, UTAH

Cache County (the “County”), Cornish Town, Hyrum City, Lewiston City, Logan City, Mendon City, Millville City, Paradise Town, Providence City, and Wellsville City (the “Municipalities”), hereby give notice of their desire to place before their voters the creation of the Cache Water District (the “District”) within all of the incorporated and unincorporated areas of Cache County. To that end, the County Council, the City Council of each City, and the Town Council of each Town have adopted substantially equivalent Resolutions (the “Resolutions”) which are summarized as follows:

The County and the Municipalities propose the creation of a local district under the Water Conservancy District Act, Utah Code Ann. § 17B-2a-1001 *et seq.*, which is expected to include all of Cache County, Utah. The water conservancy district will be known as the “Cache Water District,” the purpose of which is to operate a system, or one or more components of a system, for the collection, storage, retention, control, conservation, treatment, supplying, distribution, or reclamation of water, including storm, flood, irrigation and culinary water, either on a wholesale or retail level, or both. The anticipated method of paying the cost of providing the proposed service is through the collection of property taxes, service fees and charges, and/or levied assessments. The District initially will be funded through Cache County, until the District establishes its own property tax assessment, at which time Cache County is expected to reduce its property tax rate by an equivalent amount. The estimated average financial impact on a typical household within the proposed District is as follows: The annual tax on a \$201,182 residence would be \$11.07 using a tax rate of 0.0001, \$22.13 using a tax rate of 0.0002, and \$33.20 using a tax rate of 0.0003 (which is

the maximum possible tax rate). Service fees and assessments cannot be estimated, and will be charged based upon actual water deliveries or commitments or agreed upon amounts. The District will be governed by an 11 member Board of Trustees. The Board of Trustees will consist of ten elected trustees and one appointed trustee. Seven of the elected trustees will be elected from districts, with one trustee to be elected to represent each of the seven Cache County Council districts, as those districts may be established and modified from time-to-time pursuant to applicable law. The three remaining elected trustees will be elected County-wide. The one trustee who is appointed by the Cache County Council will be a person who owns irrigation rights and uses those rights as part of that person's livelihood. Regarding the ten elected trustee positions, the initial trustees will be appointed elected officials by the Cache County Council with staggered terms with subsequent trustees to be elected.

The County Council and each City Council and Town Council will hold a public hearing to allow the public to ask questions of and obtain further information from the respective Council regarding the issues contained in or raised by the Resolutions.

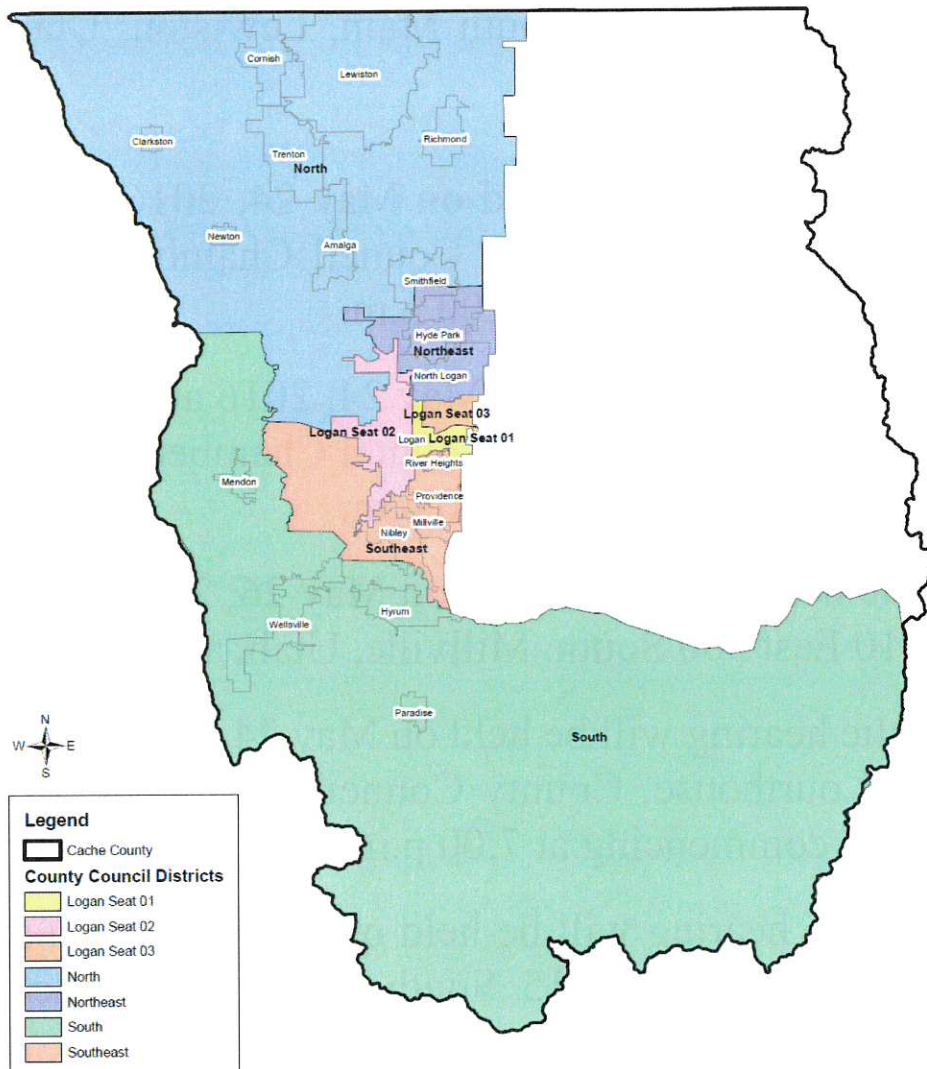
The public hearings will be held as follows:

1. The Cache County public hearing will be held on May 24, 2016 at the Cache County Historic Courthouse, County Council Chambers, 199 North Main, Logan, Utah, commencing at 7:00 p.m.
2. The Cornish Town public hearing will be held on June 2, 2016 at the Cornish Town Hall, 4788 West 14300 North, Cornish, Utah, commencing at 7:00 p.m.

3. The Hyrum City public hearing will be held on June 2, 2016 at the Hyrum City Council Chambers, 60 West Main, Hyrum, Utah, commencing at 6:30 p.m.
4. The Lewiston City public hearing will be held on May 24, 2016 at the Lewiston City Office, Club Room, 29 South Main, Lewiston, Utah, commencing at 7:30 p.m.
5. The Logan City public hearing will be held on May 24, 2016 at the Cache County Historic Courthouse, County Council Chambers, 199 North Main, Logan, Utah, commencing at 7:00 p.m.
6. The Mendon public hearing will be held on May 24, 2016 at the Cache County Historic Courthouse, County Council Chambers, 199 North Main, Logan, Utah, commencing at 7:00 p.m.
7. The Millville City public hearing will be held on May 26, 2016 at the Millville City Office, 510 East 300 South, Millville, Utah, at 7:15 p.m.
8. The Paradise Town public hearing will be held on May 24, 2016 at the Cache County Historic Courthouse, County Council Chambers, 199 North Main, Logan, Utah, commencing at 7:00 p.m.
9. The Providence City public hearing will be held on May 24, 2016 at the Providence City Office Building, 15 South Main, Providence, Utah, commencing at 6:00 p.m.
10. The Wellsville public hearing will be held on June 1, 2016 at the Wellsville City Office Building, 75 East Main, Wellsville, Utah, commencing at 6:30 p.m.

The owners of private real property located within and registered voters residing within the proposed District may file signed written protests

against the creation of the District with the County Clerk or the Clerk or Recorder of a Municipality at the appropriate addresses stated above within sixty (60) days after July 14, 2016, which is the date of the last set of public hearings, as provided in Utah Code Ann. § 17B-1-213.



PROVIDENCE CITY COUNCIL
NOTICE OF PUBLIC HEARING

Hearing Description: 2016 Budget Adjustments for all Funds
Including but not limited to a proposed adjustment to use monies collected in prior years for the purpose of remodeling the building located at 64 North Gateway Drive, Providence, to house the City offices; and to use monies collected in prior years for the purpose of improving streets, water system, sewer system, and storm water system.

Hearing Date: Tuesday, May 24, 2016

Hearing Time: 6:45 p.m.

Hearing Location: Providence City Office Building, 15 South Main, Providence UT

Prior to making adjustments to the 2016 Budgets for all Funds (General, Capital Project, Water, Sewer, and Storm Water), the City Council is holding a public hearing. The purpose of the public hearing is to provide an opportunity for anyone interested to comment on the adjustments before action is taken. The City Council invites you to attend the hearing in order to offer your comments.

If you are disabled and/or need assistance to attend the public hearing, please call 752-9441 before 5:00 p.m. on the day of the meeting.

Thank you,



Skarlet Bankhead
City Recorder

Newspaper Publication Date(s): May 17, 2016

Posting Date: 05/15/2016

Posted on www.providencecity.com and the Utah Public Notice Website

Resolution 022-2016

A RESOLUTION ADJUSTING THE 2016 CITY BUDGET FOR ALL FUNDS.

WHEREAS UCA § 10-7-717 Purpose of resolutions, states, "Unless otherwise required by law, the governing body may exercise all administrative powers by resolution . . ."

WHEREAS Providence City desires to allocate money collected in prior years for the purpose of remodeling the building located at 164 North Gateway Drive, Providence, to house the City offices, and to reconstruct 400 South from 100 East to 200 West.

- General Fund adjustment
 - Revenue: increase line item Prior Year Funds from \$37,000 to \$472,300 (\$78,100 increase for building remodel; \$357,000 for street construction projects)
 - Expense: increase line item Transfer-Capital Project Fund from \$797,000 to \$1,232,300 (\$435,300 increase)
- Capital Project Fund adjustment
 - Revenue: increase line item Transfer from General Fund from \$797,000 to \$1,232,300 (\$435,300 increase)
 - Administrative Expense: increase line item Construction-Improvements from \$42,000 to \$120,100 (\$78,100 increase) for building remodel.
 - Prop Maint Streets Expense: increase line item Engineering from \$0 to \$115,500 (\$115,000 increase) for street construction projects.
 - Prop Maint Streets Expense: increase line item Construction / Improvements from \$500,000 to \$741,700 (\$241,700 increase) for street construction projects.
- Water Fund adjustment
 - Revenue: increase line item Prior Year Funds from \$320,500 to \$497,000 (\$176,500 increase) for building remodel and storage and construction associated with street projects.
 - Expense: increase line item Capital Outlay Other from \$75,300 to \$99,200 (\$23,900 increase) for building remodel.
 - Expense: increase line item Storage and Construction from \$295,200 to \$447,80 (\$152,600 increase) for construction associated with street projects.
- Sewer Fund adjustment
 - Revenue: increase Prior Year Funds from \$104,000 to \$118,600 (\$14,600 increase) for building remodel.
 - Expense: increase Capital Outlay Special from \$15,000 to \$29,600 (\$14,600 increase) for building remodel.
- Storm Water Fund adjustment
 - Revenue: increase Prior Year Excess from \$1,600 to \$154,600 (\$152,400 increase) for building remodel and construction projects associated with street projects
 - Expense: increase Capital Outlay from \$1,600 to \$4,000 (\$2,400 increase) for building remodel.
 - Expense: increase Construction Projects from \$0 to \$150,600 (\$150,600 increase) for construction projects associated with street projects.

THEREFORE be it resolved by the Providence City Council:

- The above adjustments shall be approved.
- This resolution shall become effective immediately upon passage.

Passed by vote of the Providence City Council this 24 day of May, 2016.

Council Vote:

Allen, Kirk	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Baldwin, Jeff	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Drew, John	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Giles, Dennis	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Sneddon, Roy	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent

Providence City

Don W Calderwood, Mayor

Attest:

Skarlet Bankhead, Recorder

Resolution 023-2016

A RESOLUTION AWARDING THE BID FOR THE PROVIDENCE CITY OFFICE REMODEL FOR THE BUILDING LOCATED AT 164 NORTH GATEWAY DRIVE.

WHEREAS UCA § 10-7-717 Purpose of resolutions, states, "Unless otherwise required by law, the governing body may exercise all administrative powers by resolution . . ."

WHEREAS Providence City desires to provide for the health, safety, and welfare, and promote the prosperity, peace and good order, comfort, convenience, and aesthetics of the City and its present and future inhabitants and businesses.

WHEREAS Providence City advertised for bids to remodel the building located at 164 North Gateway Drive:

- The City received four sealed bids. The following were publicly opened and read aloud on May 5, 2016, at the office of Skyline A/E/S Inc. 95 West Golf Course Road, Suite 101, Logan UT.

Contractor	Base Bid	Alternate 1	Duration Calendar Days
Landmark	\$216,313	\$8,300	3 Months, 1 Week
Lundahls	\$277,580	\$5,508	3 Months
Raymonds	\$278,960	\$15,000	3 Months
Thompson, Glen	\$196,724	\$4,500	3 Months

- Money for this project was included in the January 26, 2016 budget adjustment and the May 24, 2016 budget adjustment.

THEREFORE be it resolved by the Providence City Council:

- The bid for the Providence City Office Remodel shall be awarded to Thompson, Glen for the amount of \$196,724 for the base bid and \$4,500 for the Alternate 1.
- This resolution shall become effective immediately upon passage.

Passed by vote of the Providence City Council this 24 day of May, 2016.

Council Vote:

Allen, Kirk	() Yes	() No () Excused	() Abstained	() Absent
Baldwin, Jeff	() Yes	() No () Excused	() Abstained	() Absent
Drew, John	() Yes	() No () Excused	() Abstained	() Absent
Giles, Dennis	() Yes	() No () Excused	() Abstained	() Absent
Sneddon, Roy	() Yes	() No () Excused	() Abstained	() Absent

Providence City

Don W Calderwood, Mayor

Attest:

Skarlet Bankhead, Recorder

PROVIDENCE CITY OFFICE REMODEL

May 5, 2016 - 1:30 p.m.

CONTRACTOR	BASE BID	ALTERNATE 1	DURATION CALENDAR DAYS	BID BOND
JENSEN, TODD	196,724	4,500	3 MONTHS	
LANDMARK	216,313	8,300	3 mo, 1 week	
LUNDAHLS	277,580	5,508	3 MONTHS	
RAYMONDS	278,960	15,000	3 MONTHS	
SPINDLERS				
THOMPSON, GLEN	196,724	4,500	3 MONTHS	

Resolution 024-2016

A RESOLUTION AWARDING THE 400 SOUTH STREET IMPROVEMENTS PROJECT NO 15-050

WHEREAS UCA § 10-7-717 Purpose of resolutions, states, "Unless otherwise required by law, the governing body may exercise all administrative powers by resolution . . ."

WHEREAS Providence City desires to provide for the health, safety, and welfare, and promote the prosperity, peace and good order, comfort, convenience, and aesthetics of the City and its present and future inhabitants and businesses.

WHEREAS Providence City desires to repair 400 South from 100 East to 200 West:

- A request for bids was published on April 29, May 4, 6, and 11, 2016
- The project includes but not limited to: replacing water line and water services, replacing the box culvert, removing existing asphalt and installing new base and asphalt.
- The City received 3 sealed bids. The following were publicly opened and read aloud on March 2, 2016, at the office of Skyline A/E/S Inc. 95 West Golf Course Road, Suite 101 Logan UT:
 - Staker Parson Companies \$454,632
 - LeGrand Johnson Construction Co. \$584,208.28
- Money for this project is included in the 2016 Capital Project Fund Budget and in the May 24, 2016 budget adjustment.

THEREFORE be it resolved by the Providence City Council:

- The bid shall be awarded to Staker Parson Companies for a Total Bid of \$454,632.
- This resolution shall become effective immediately upon passage.

Passed by vote of the Providence City Council this 24 day of May, 2016.

Council Vote:

Allen, Kirk	() Yes	() No () Excused	() Abstained	() Absent
Baldwin, Jeff	() Yes	() No () Excused	() Abstained	() Absent
Drew, John	() Yes	() No () Excused	() Abstained	() Absent
Giles, Dennis	() Yes	() No () Excused	() Abstained	() Absent
Sneddon, Roy	() Yes	() No () Excused	() Abstained	() Absent

Providence City

Don W Calderwood, Mayor

Attest:

Skarlet Bankhead, Recorder

REVISED BID SCHEDULE – 400 SOUTH STREET IMPROVEMENTS

Project No. 15-050

May 11, 2016

Attach the Bid Form and Bond to this Schedule.

ITEM No.	DESCRIPTION	QUANTITY	UNIT PRICE INSTALLED	TOTAL
1.	Mobilization	Lump Sum	\$ 44,500 ⁰⁰	\$ 44,500 ⁰⁰
2.	Landscape / Sprinkler Restoration	Lump Sum	\$ 13,125 ⁰⁰	\$ 13,125 ⁰⁰
3.	Saw Cut Asphalt / Concrete	570 LF	\$ 3.03 / LF	\$ 1,727 ¹⁰
4.	Remove Existing Asphalt	59,141 SF	\$ 0.32 / SF	\$ 18,925 ¹²
5.	Roadway Excavation	68,152 SF	\$ 0.70 / SF	\$ 47,706 ⁴⁰
6.	Driveway Excavation	3,641 SF	\$ 2.42 / SF	\$ 8,811 ²²
7.	Remove Curb and Gutter	113 LF	\$ 6.70 / LF	\$ 757 ¹⁰
8.	Remove Box Culvert	Lump Sum	\$ 3,684 ⁴⁹	\$ 3,684 ⁴⁹
9.	Remove Concrete Junction Box	1 Ea.	\$ 1,575 ⁰⁰ /Ea.	\$ 1,575 ⁰⁰
10.	Remove 12" Concrete Pipe	55 LF	\$ 27.81 / LF	\$ 1,529 ⁵⁵
11.	Remove 4" Valve	1 Ea.	\$ 157.50 /Ea.	\$ 157 ⁵⁰
12.	Remove Pressure Irrigation Pipe	93 LF	\$ 13.01 / LF	\$ 1,209 ⁹³
13.	Relocate Sign	9 Ea.	\$ 105 ⁰⁰ /Ea.	\$ 945 ⁰⁰
14.	Hot Mix Asphalt, 3" Thick	68,737 SF	\$ 1.23 / SF	\$ 84,546 ⁵¹
15.	Road Base	985 CY	\$ 36.51 / CY	\$ 35,962 ³⁵
16.	Pit Run Gravel	3,668 CY	\$ 19.21 / CY	\$ 70,462 ²⁸
17.	Concrete Ribbon Curb	3,966 LF	\$ 13.74 / LF	\$ 54,492 ⁸⁴
18.	Re-grade Gravel Drive	13 Ea.	\$ 572 ⁷⁰ /Ea.	\$ 7,445 ¹⁰
19.	NOT USED			
20.	Precast Concrete Box Culvert	Lump Sum	\$ 88,697 ⁹¹	\$ 88,697 ⁹¹
21.	8" D.I. in Trench Type T-A (excludes asphalt)	614 LF	\$ 59.60 / LF	\$ 36,594 ⁴⁰
22.	Cap Existing 4" Water Line	2 Ea.	\$ 293 ⁹⁰ /Ea.	\$ 587 ⁸⁰
23.	Connect To Existing Water Main	2 Ea.	\$ 651 ⁷⁹ /Ea.	\$ 1,303 ⁵⁸
24.	8"x 6" Reducer	2 Ea.	\$ 483 ⁰⁰ /Ea.	\$ 966 ⁰⁰
25.	Fire Hydrant	1 Ea.	\$ 5,460 ⁰⁰ /Ea.	\$ 5,460 ⁰⁰
26.	8" D.I. Tee	1 Ea.	\$ 678 ³⁰ /Ea.	\$ 678 ³⁰
27.	8" Gate Valve	3 Ea.	\$ 2,312 ¹⁰ /Ea.	\$ 6,936 ³⁰

28.	Water Meter W-1A Replacement Type A	5 Ea.	\$ 2,762 ⁸⁸ /Ea.	\$ 13,814 ⁴⁰
29.	Water Meter W-1A Replacement Type B	5 Ea.	\$ 1,548 ⁷⁵ /Ea.	\$ 7,743 ⁷⁵
30.	Water Meter Reconnection Type C	3 Ea.	\$ 2,625 ⁰⁰ /Ea.	\$ 7,875 ⁰⁰
31.	Adjust Utility Structure to Finish Grade	16 Ea.	\$ 210 ⁰⁰ /Ea.	\$ 3,360 ⁰⁰
32.	2' x 2' Concrete Junction Box	1 Ea.	\$ 1,680 ⁰⁰ /Ea.	\$ 1,680 ⁰⁰
33.	4" PVC Sch 40 Pipe in Trench Type T-A (excludes asphalt)	100 LF	\$ 27.51 /LF	\$ 2,751 ⁰⁰
34.	4" Gasketed Transition Dresser Coupler	2 Ea.	\$ 315 ⁰⁰ /Ea.	\$ 630 ⁰⁰
35.	12" HDPe Type "S" Pipe	61 LF	\$ 29 ⁴⁰ /LF	\$ 1,793 ⁴⁰
36.	15" HDPe Type "S" Pipe	50 LF	\$ 39 ⁹⁰ /LF	\$ 1,995 ⁰⁰
37.	Paint Striping	Lump Sum	\$ 2,177 ⁷⁰	\$ 2,177 ⁷⁰
38.	3' x 3' Concrete Junction Box	1 Ea.	\$ 1,601 ²⁵ /Ea.	\$ 1,601 ²⁵

Total Bid: \$ 584,208²⁸

SUBMITTED BY: Jon Wadsworth (SIGNATURE) LEGEND SIMPSON CONSTRUCTION Co. (COMPANY) 435-787-6011 (TELEPHONE)

ADDENDUM #1 Acknowledged

BID BOND

KNOW ALL BY THESE PRESENTS, That we, Kilgore Companies, LLC dba LeGrand Johnson Construction Co.

of _____ 1000 South Main, Logan, UT 84321

(hereinafter called the Principal), as Principal, and Liberty Mutual Insurance Company

(hereinafter called the Surety), as Surety are held and firmly bound unto

City of Providence

(hereinafter called the Obligee) in the penal sum of

Five Percent of Amount Bid

Dollars (5%

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for

400 South Street Improvements

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 17th day of May, 2016

Kilgore Companies, LLC dba LeGrand Johnson Construction Co. (Seal)

Principal

Witness

Title

Lindsey Plattner

Witness

Liberty Mutual Insurance Company

By

Tina Davis

Attorney-in-Fact

State of UT
County of Salt Lake } ss:

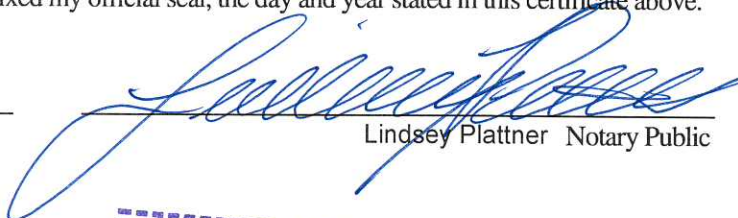
On May 17, 2016 , before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Tina Davis

known to me to be Attorney-in-Fact of Liberty Mutual Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires 11/30/2016


Lindsey Plattner Notary Public



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7304564

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Linda Lee Nipper; Lindsey Plattner; Lisa Hall; Tina Davis

all of the city of Salt Lake City, state of UT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of March, 2016.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 30th day of March, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17TH day of MAY, 20 16.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary



INTERSTATE BARRICADES

858 N McCormick Way, Layton, UT 84041
Phone (801)546-0220 | Fax (801)546-0233

ESTIMATE

Date

Estimate #

5/16/2016

45313

Project

400 South Street Improvements, Providence
City
Cache County - Utah
Non-Federal

Estimator

Grey Greener
grey@interstatebarricades.com

Office: (801) 546-0220
Cell: (801) 940-1578

Item #	Work or Materials	Qty	UOM	Unit Price	Total
37	Paint Striping	1.00	LS	2,250.000	2,250.00
	Mobilization		EA/DAY/CREW	550.000	

Notes

1	No documentation or layout included in bid pricing. All layout to be done by surveyor, provided by others.
2	All pavement markings bid as city/county spec waterborne pavement marking paint applied at approximately 300 LF/Gallon. Any UDOT spec paint, tape or thermoplastic, if necessary will be an additional charge.
3	50 degrees and rising temperatures required for permanent paint application as per manufacturer's recommendations.
4	Interstate Barricades is a bondable company. No bond included in pricing, please contact us if bond is necessary.
5	Exclusions: sweeping, cleaning, documentation, layout, record of existing pavement markings, curing compound removal, fog coat application, retroreflectivity & life testing, flagging.

BID FORM

Staple the bid documents together in the following order:

Bid Schedule on top, then Bid Form with Bid Bond on the bottom.

Each Bidder must submit a bid for ALL items in the Bid Schedule.

Bids that omit any items or alternates may be rejected.

A Proposal of Kyle Wood ESTIMATOR,
(Print name & title of person submitting this proposal)

An authorized representative of the following company, organized and existing under the laws of the State of UTAH and doing business as:

Company Name: STAKER PARSON Co.
Address: 250 N 300 E
SMITHFIELD UT 84335
(Hereinafter called "BIDDER")

To PROVIDENCE CITY CORPORATION (hereinafter called "OWNER" or "CITY").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of the **400 SOUTH STREET IMPROVEMENTS PROJECT No. 15-050**, in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated on the attached **BID SCHEDULE**.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

NOTE: BIDDER shall abide by Utah law regarding E-verify, also known as Status Verification Systems concerning the work eligibility status of their employees.

BIDDER hereby agrees to commence WORK under this contract on a date to be specified in the NOTICE TO PROCEED and to **fully complete the PROJECT WITHIN 90 DAYS of that start date.**

BIDDER further agrees to pay as liquidated damages. The sum of **\$200.00** for each consecutive calendar day thereafter that WORK is not completed.

BIDDER acknowledges receipt of the following ADDENDA: #1 5-13-76

REVISED BID SCHEDULE - 400 SOUTH STREET IMPROVEMENTS

Project No. 15-050

May 11, 2016

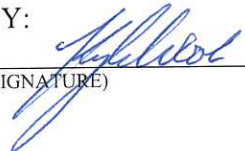
Attach the Bid Form and Bond to this Schedule.

ITEM No.	DESCRIPTION	QUANTITY	UNIT PRICE INSTALLED	TOTAL
1.	Mobilization	Lump Sum	\$ 17,500. ⁸⁹	\$ 17,500. ⁸⁹
2.	Landscape / Sprinkler Restoration	Lump Sum	\$ 7,000. ⁰⁰	\$ 7,000. ⁰⁰
3.	Saw Cut Asphalt / Concrete	570 LF	\$ 1.60 / LF	\$ 912. ⁰⁰
4.	Remove Existing Asphalt	59,141 SF	\$ 0.20 / SF	\$ 11,828. ²⁰
5.	Roadway Excavation	68,152 SF	\$ 0.43 / SF	\$ 29,305. ³⁶
6.	Driveway Excavation	3,641 SF	\$ 0.45 / SF	\$ 1,638. ⁴⁵
7.	Remove Curb and Gutter	113 LF	\$ 4.00 / LF	\$ 452. ⁰⁰
8.	Remove Box Culvert	Lump Sum	\$ 2,788. ⁰⁰	\$ 2,788. ⁰⁰
9.	Remove Concrete Junction Box	1 Ea.	\$ 840. ⁰⁰ /Ea.	\$ 840. ⁰⁰
10.	Remove 12" Concrete Pipe	55 LF	\$ 21.00 / LF	\$ 1,155. ⁰⁰
11.	Remove 4" Valve	1 Ea.	\$ 787. ⁰⁰ /Ea.	\$ 787. ⁰⁰
12.	Remove Pressure Irrigation Pipe	93 LF	\$ 15.80 / LF	\$ 1,469. ⁴⁰
13.	Relocate Sign	9 Ea.	\$ 73. ⁰⁰ /Ea.	\$ 657. ⁰⁰
14.	Hot Mix Asphalt, 3" Thick	68,737 SF	\$ 1.10 / SF	\$ 75,610. ⁷⁰
15.	Road Base	985 CY	\$ 35. ⁰⁰ / CY	\$ 34,475. ⁰⁰
16.	Pit Run Gravel	3,668 CY	\$ 10.60 / CY	\$ 38,880. ⁸⁰
17.	Concrete Ribbon Curb	3,966 LF	\$ 12.50 / LF	\$ 49,575. ⁰⁰
18.	Re-grade Gravel Drive	13 Ea.	\$ 319. ⁰⁰ /Ea.	\$ 4,147. ⁰⁰
19.	NOT USED		-	-
20.	Precast Concrete Box Culvert	Lump Sum	\$ 57,765. ⁰⁰	\$ 57,765. ⁰⁰
21.	8" D.I. in Trench Type T-A (excludes asphalt)	614 LF	\$ 65. ⁰⁰ / LF	\$ 39,910. ⁰⁰
22.	Cap Existing 4" Water Line	2 Ea.	\$ 787. ⁶⁰ /Ea.	\$ 1,575. ²⁰
23.	Connect To Existing Water Main	2 Ea.	\$ 1,838. ⁰⁰ /Ea.	\$ 3,676. ⁰⁰
24.	8"x 6" Reducer	2 Ea.	\$ 525. ⁰⁰ /Ea.	\$ 1,050. ⁰⁰
25.	Fire Hydrant	1 Ea.	\$ 6,721. ⁰⁰ /Ea.	\$ 6,721. ⁰⁰
26.	8" D.I. Tee	1 Ea.	\$ 1,050. ⁰⁰ /Ea.	\$ 1,050. ⁰⁰
27.	8" Gate Valve	3 Ea.	\$ 2,625. ⁰⁰ /Ea.	\$ 7,875. ⁰⁰

28.	Water Meter W-1A Replacement Type A	5 Ea.	\$ 2678. ⁰⁰ /Ea.	\$ 13,390. ⁰⁰
29.	Water Meter W-1A Replacement Type B	5 Ea.	\$ 2468. ⁰⁰ /Ea.	\$ 12,340. ⁰⁰
30.	Water Meter Reconnection Type C	3 Ea.	\$ 1575. ⁰⁰ /Ea.	\$ 4,725. ⁰⁰
31.	Adjust Utility Structure to Finish Grade	16 Ea.	\$ 525. ⁰⁰ /Ea.	\$ 8,400. ⁰⁰
32.	2' x 2' Concrete Junction Box	1 Ea.	\$ 2,783. ⁰⁰ /Ea.	\$ 2,783. ⁰⁰
33.	4" PVC Sch 40 Pipe in Trench Type T-A (excludes asphalt)	100 LF	\$ 34.40 /LF	\$ 3,440. ⁰⁰
34.	4" Gasketed Transition Dresser Coupler	2 Ea.	\$ 525. ⁰⁰ /Ea.	\$ 1,050. ⁰⁰
35.	12" HDPe Type "S" Pipe	61 LF	\$ 42. ⁰⁰ /LF	\$ 2,562. ⁰⁰
36.	15" HDPe Type "S" Pipe	50 LF	\$ 44. ¹⁰ /LF	\$ 2,205. ⁰⁰
37.	Paint Striping	Lump Sum	\$ 1,417. ⁰⁰	\$ 1,417. ⁰⁰
38.	3' x 3' Concrete Junction Box	1 Ea.	\$ 3,676. ⁰⁰ /Ea.	\$ 3,676. ⁰⁰

Total Bid: \$ 454,632.⁰⁰

SUBMITTED BY:


(SIGNATURE)

STAKER PARSON Co.
(COMPANY)

(435) 563-3242
(TELEPHONE)

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Staker & Parson Companies dba Jack B. Parson Companies

as Principal, hereinafter called the Principal, and Fidelity and Deposit Company of Maryland

a corporation duly organized under the laws of the State of Maryland

as Surety, hereinafter called the Surety, are held and firmly bound unto Providence City Corporation

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for 400 S. Street Improvements Roadway Construction Project #15-050

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 17th day of May, 2016.

Staker & Parson Companies dba Jack B. Parson Companies

(Principal)

(Seal)

(Title)

Assist Sec

Fidelity and Deposit Company of Maryland

(Surety)

(Seal)

Tina Davis

(Title)

Attorney-In-Fact

SURETY ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF SALT LAKE } SS

On this 17TH day of MAY, 2016, before me personally came TINA DAVIS to me known, who, being by me duly sworn, did depose and say that she is an Attorney-In-Fact of FIDELITY AND DEPOSIT COMPANY OF MARYLAND the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that she signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.



Notary Public



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Tina DAVIS, Lisa HALL, Lindsey PLATTNER and Linda NIPPER, all of Salt Lake City, Utah, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

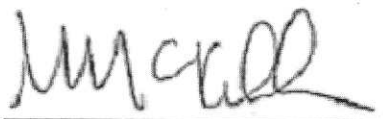
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.


IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 24th day of November, A.D. 2015.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: 
Secretary
Michael McKibben


Vice President
Thomas O. McClellan

State of Maryland
County of Baltimore

On this 24th day of November, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and MICHAEL MCKIBBEN, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 17TH day of MAY, 2016.



Gerald F. Haley

Gerald F. Haley, Vice President

Resolution 025-2016

A RESOLUTION APPROVING THE DEVELOPMENT AND PUBLIC IMPROVEMENT INSTALLATION AGREEMENT FOR HILLCREST SUBDIVISION PHASE 5; A 19-LOT RESIDENTIAL SUBDIVISION LOCATED GENERALLY AT 530 EAST 800 SOUTH.

WHEREAS UCA § 10-7-717 Purpose of resolutions, states, "Unless otherwise required by law, the governing body may exercise all administrative powers by resolution . . ."

WHEREAS Providence City desires to provide for the health, safety, and welfare, and promote the prosperity, peace and good order, comfort, convenience, and aesthetics of the City and its present and future inhabitants and businesses, to protect the tax base, to secure economy in governmental expenditures, to foster the state's agricultural and other industries, to protect both urban and nonurban development, to protect and ensure access to sunlight for solar energy devices, to provide fundamental fairness in land use regulation, and to protect property values in areas that may be considered sensitive, including but not limited to fire danger, slope, soil content.

WHEREAS Paramount Development Inc, represented by Jared Nielson, is requesting approval of the attached Development and Public Improvement Installation Agreement for Hillcrest Subdivision Phase 5.

- Providence City Code 11-3-3:C states
 - Development Agreement: The developer shall enter into and sign an agreement with the City, which shall indicate a timetable for completion of the final improvements as listed in the preliminary and final plat. This agreement will be submitted to the City Council for approval.
- The Providence City Planning Commission will consider approval of the Final Plat for the Hillcrest Subdivision Phase 5 during their May 11, 2016 meeting.
- The construction drawings have been reviewed and approved by the City Engineer and Public Works Director.
- The attached Development Agreement has been reviewed by the Developer and the Executive Staff.

THEREFORE be it resolved by the Providence City Council:

- The request by Jared Nielson shall be granted and the attached Development Agreement shall be approved.
- The Mayor and City Recorder are hereby authorized to execute said agreement.
- This resolution shall become effective immediately upon passage.

Passed by vote of the Providence City Council this 24 day of May, 2016.

Council Vote:

Allen, Kirk	() Yes	() No	() Excused	() Abstained	() Absent
Baldwin, Jeff	() Yes	() No	() Excused	() Abstained	() Absent
Drew, John	() Yes	() No	() Excused	() Abstained	() Absent
Giles, Dennis	() Yes	() No	() Excused	() Abstained	() Absent
Sneddon, Roy	() Yes	() No	() Excused	() Abstained	() Absent

Providence City

Don W Calderwood, Mayor

Attest:

Skarlet Bankhead, Recorder

**DEVELOPMENT AND PUBLIC IMPROVEMENT INSTALLATION
AGREEMENT FOR HILLCREST SUBDIVISION PHASE 5**

This DEVELOPMENT AGREEMENT (hereinafter "Agreement") is entered into this day of May, 2016, by and between Paramount Development Inc, a Utah Corporation (hereinafter "Developer") and the City of Providence (hereinafter "City"), a municipal corporation.

RECITALS

- A. WHEREAS, the Developer is the owner of certain parcels of real property (the "Development Property") located within the corporate limits of the City;
- B. WHEREAS, the City is a Utah municipal corporation that has jurisdiction over the development of the Development Property;
- C. WHEREAS, the Developer has submitted to the City a final plat of the Development Property and the City's Land Use Authority has approved the final plat for the Development (hereinafter "Final Plat") in accordance with applicable Subdivision Ordinances of the City. A copy of the fully executed Final Plat is on file at the City Offices;
 - 1. Based on a decision by the State Ombudsman's office this development is being reviewed and approved under the lot size requirements for a Single Family Traditional (SFT) zone, even though the current zoning is Single Family Estate (SFE). The lots in the Hillcrest Subdivision shall be conforming lots for all purposes under the City's zoning and land use ordinances. Additionally, the parties acknowledge that, unless otherwise stated, reference to any statute, ordinance, specification, rule and/or regulation herein refers to that statute, ordinance, specification, rule and/or regulation effective as of June 14, 2005
- D. WHEREAS, the Developer has submitted to the City proposed construction drawings and the City has approved the same (hereinafter "Approved Construction Drawings"). A copy of the Approved Construction Drawings is on file at the City Offices;
- E. WHEREAS, the Developer, pursuant to this Agreement and the requirements associated with the approved Final Plat, Construction Drawings and relevant City Ordinances, agrees to construct certain public improvements, including ,but not limited to improvements in access, streets, water, sewer, utilities, parks, trails, street lights etc.;
- F. WHEREAS, pursuant to City Ordinances, Developer is required to furnish security of performance to secure the completion of all of the required Public Improvements and a warranty bond to protect against defects in those improvements;
- G. WHEREAS, the parties understand and intend that this Agreement is a "Development Agreement" within the meaning of, and entered into pursuant to the terms of Utah Code Ann. § 10-9a-102.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and for

other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. PUBLIC IMPROVEMENTS

Developer agrees to construct all Public Improvements as required by City Ordinances and this Agreement (hereinafter "Public Improvements") and in conformance with the Construction Plans, Final Plat, Providence City Corporation Department of Public Works Standards and Specifications Manual (hereinafter "Standards and Specifications Manual") and all other applicable City, State and Federal Codes and regulations. The parties agree and acknowledge that the following Public Improvements required in this Agreement and pursuant to the Final Plat and Approved Construction Drawings are lawful exactions under Utah Code Ann. § 10-9a-508 (2009).

- 1.1 Street Improvements.** The Developer agrees to construct the following street improvements as indicated on the Final Plat and Approved Construction Drawings.
 - 1.1.1** 560 East. The temporary turn-around and easement for said turn-around on the east side of 560 East, adjacent to Lot 33 (required in Phase 4) will be vacated, with the extension of 560. The Developer will grant a 20' wide access easement between Lots 45 and 46. This access connects to the City's 25' Wide Alley, and will serve as a second access (see Hillcrest Subdivision Phase 4 Development Agreement 1.1.4) until 500 East is extended to 1000 South.
 - 1.1.2** 530 East. The Developer to construct 530 East as indicated on the Final Plat and Approved Construction Drawings.
 - 1.1.3** 860 South. The Developer agrees to construct 860 South as indicated on the Final Plat and Approved Construction Drawings.
 - 1.1.4** Second Access Requirement. See Item 1.12 Off Site Improvements.
- 1.2 Culinary Water Improvements.** Developer agrees to install the following culinary water improvements in accordance with the Standards and Specifications Manual and as shown on the Approved Construction Drawings:
- 1.3 Fire Protection.** Developer agrees to install fire hydrants and lines in accordance with the requirements and standards set forth by the fire authority having jurisdiction, Standard and Specifications Manual and as shown on Approved Construction Drawings. The Developer also agrees to control weeds, trash, and other debris on site and all vacant lots in accordance with Providence City Code Title 4 Public Health and Safety until such time that Developer no longer holds an ownership interest in the site.
- 1.4 Sanitary Sewer Improvements.** Developer agrees to install the following sanitary sewer improvements in accordance with the Standards and Specifications Manual and as shown on the Approved Construction Drawings:
 - 1.4.1 Inspection at Developer's Expense.** Developer acknowledges and agrees that the installed sanitary sewer improvements must be inspected before the trench is backfilled. Developer agrees that it will request an inspection and will be

responsible for payment for the same.

1.4.2 Acceptance. Before the sanitary sewer improvements will be accepted by the City, the Developer, at its own expense, shall visually image the entire line and will label and furnish an acceptable copy of the media to the City. Developer acknowledges and agrees that the City must accept the test results prior to any unit being connected to the line and before asphalt is installed. Test results must be accepted by the City prior to the acceptance of the minimum improvements.

1.5 Water Requirement. Pursuant to Providence City Ordinance 11-5-8 that was in effect as of June 14, 2005, Developer agrees to convey to the City 5.75 shares of Spring Creek Water Company Stock, or pay a fee in the amount of \$5,750 which payment is made in lieu of dedicating 5.75 water shares valued at \$1,000 per share. Phase 5 contains 5.89 acres.

1.6 Storm Water. Storm water for this Phase is designed to flow into the pond, located at approximately 425 East 800 South, dedicated to Providence City as part of Phase 1.

1.6.1 Property Owner Storm Water Maintenance Agreements. The storm water system in this Development has been dedicated to Providence City and designed for the City to maintain the system. Individual property owner storm water maintenance agreements are not applicable at this time. However, nothing in this agreement shall be construed to prevent the City from entering into such an agreement should the need arise.

1.6.2 Low Impact Development (LID). LID addresses stormwater through small, cost-effective landscape features located at the lot level, including but not limited to: rain gardens, rain barrels, permeable pavers, etc. In an effort to comply with the current Small MS4 General UPDES Permit No. UTR09000, Providence City encourages the use of landscaping designs that: encourage conservation measures; promote impact minimization techniques such as impervious surface reduction; provide for strategic runoff timing by slowing flow using the landscape; use an array of integrated management practices to reduce and cleanse runoff; and advocate pollution prevention measures to reduce the introduction of pollutants to the environment.

1.7 Irrigation Waterways, Private Laterals

1.7.1 Private Laterals. Developer acknowledges and agrees that irrigation ditches within the City are private water laterals and the City has no responsibility or liability associated with the location and function of the same. Likewise, Developer acknowledges and agrees that the City has no responsibility or liability for any changes in irrigation waterways or assumed waterways right of way.

1.7.2 Maintenance and Repair. Developer acknowledges and agrees that the maintenance and repair of the irrigation waterways is the sole responsibility of the irrigation Water Company and/or Developer. Likewise, Developer acknowledges

that the City has no responsibility or liability for the proper maintenance and repair of the irrigation waterways and should the waterway fail for any reason, including but not limited to design, vandalism, acts of nature, and/or negligent repair or maintenance.

1.7.3 Existing Waterways. Developer agrees to locate and protect existing irrigation waterways and re-route and/or repair as necessary.

1.8 Parks and Trails. Not Applicable.

1.9 Landscaping. Not Applicable.

1.10 Street Lighting. Developer agrees to install street lights in Development Property in locations determined by the City. Developer agrees to pay for any and all costs associated with the purchase and installation of the street lights and all related materials. Developer is responsible for all necessary coordination with the power company relative to the installation of the street lights. Developer agrees the underground improvements necessary for street lighting will be completed prior to or concurrently with laying the asphalt.

1.11 Street Signs. The Developer agrees to pay for the cost to purchase and the installation of roadway signs as required by the Public Works Director; including but not limited to the following signs: _____ signs are the responsibility of the Developer. The City shall install the signs. Any temporary delineators and barriers required during construction will be furnished, installed, and maintained by the Developer.

1.12 Off Site Infrastructure Requirements. The parties acknowledge and agree that there is a clear, direct and substantial relationship between the impact caused by the Development and the need for these offsite infrastructure improvements and the offsite improvements provided for in this Agreement are roughly equivalent, both in nature and extent, to the impact of the Development.

1.12.1 Second Access Requirement. With this Phase, the Development has exceeded the number of Lots for a single access. The City agrees to allow the 25' Alley that is located adjacent to the east boundary of the Development to be used to meet the second access requirement. The Alley will be accessed as described in Item 1.1. 1. Street Improvements 560 East above. The Developer agrees to improve the Alley as shown on the Approved Construction Plans.

1.12.1.1. If, within two (2) years, the property to the north or south of the Development is developed in a manner that extends 500 East and provides a second access, the Alley improvements will not be required. Developer agrees to restrict Lots 45 and 46. Building permits will not be issued on Lots 45 and 46 until the extension of 500 East provides a second access or the Alley is improved as stated in 1.12.1.

SECTION 2. CONSTRUCTION PERIOD

- 2.1 Two Year Construction Period for Completion of Public Improvements.** Pursuant to Providence City Code § 11-5-3, construction of the Public Improvements must be completed within two years of the date the Approved Construction Drawings were signed by the City Engineer. Developer agrees to complete all required Public Improvements to the furthestmost structure no later than the day of May, 2018.
- 2.2 Pre Construction Meeting.** Developer agrees to schedule and attend a Pre-Construction Meeting with the general contractor for the Development and City Staff prior to beginning any construction in the Development, including grading and trenching. Developer agrees to notify the general contractor and all appropriate subcontractors for the Development of their required attendance at the Pre Construction Meeting and that no construction can commence until after that meeting.
- 2.3 Storm Water Control/Best Management Practices.**
- 2.3.1 Storm Water System.** Developer will comply with all storm water requirements in Title 7, Chapter 8 of the Providence City Code and shall install a storm water system in accordance with the Providence City Corporation Department of Public Works Standards and Specifications Manual and as shown on the Approved Construction Drawings.
- 2.3.2 Best Management Practices.** Developer agrees to comply with all relevant best management practices identified in the Storm Water Pollution Prevention Plan.
- 2.3.3 Maintenance of Infrastructure.** Developer agrees to perform routine maintenance of infrastructure as required by the City's Public Work's Director while the development is under construction and until the development is accepted by the City. Such maintenance may include, but is not limited to snow removal, cleaning of gutters and drop boxes, and maintaining water facilities.
- 2.4 Sale of Lots/Building Permits.** The Developer may sell lots within the Development and the City may issue building permits in accordance with Providence City Ordinance § 11-5-2 and Utah State Code § 10-9a-802.
- 2.5 As Built Construction Plans.** Developer agrees to provide the City with accurate as built drawings as required by Providence City Code § 11-5-3(B).

SECTION 3. INSPECTION, ACCEPTANCE AND WARRANTY PERIOD FOR PUBLIC IMPROVEMENTS

- 3.1 Inspection.** Pursuant to Providence City Code § 11-5-3, Developer agrees to request an

inspection of all Public Improvements by the City at the completion of construction, or prior to the end of the two year construction period identified in § 2.1.

3.2 Acceptance. The parties acknowledge and agree that the Development will not be accepted by the City until the City Engineer has provided the parties with a signed statement that the Public Improvements have been completed. Developer agrees to request this statement from the City Engineer upon completion of the Development.

3.3 Warranty Period. Pursuant to Providence City Code § 11-5-5, Developer agrees to provide the City with a one (1) year written guarantee for all Public Improvements wherein Developer agrees to repair or replace any and all Public Improvements that are determined by the City to be defective within the one (1) year warranty period.

3.3.1 Contents of Guarantee. Developer shall warrant that the Public Improvements shall remain in good condition and free from all defects in performance, materials and workmanship during the Warranty Period except where such damage or defects are caused by verified acts of misuse, vandalism, or negligent acts of parties other than those associated in any way with the design, construction, and/or materials used in Development, including but not limited to Developer, subcontractors, engineers, consultants etc.

3.3.2 Warranty Period. The Warranty Period shall commence upon the date of written acceptance of the Public Improvements by the City and shall expire one (1) year thereafter.

SECTION 4. SECURITY OF PERFORMANCE

4.1 Public Improvement Completion Security. Pursuant to Providence City code § 11-5-7 and in order to assure the City that all Public Improvements are constructed in conformance with all relevant City ordinances regulations and standards, Developer agrees to provide security of performance. In the event that Developer fails to fulfill its obligations under the Agreement, Final Plat, Approved Construction Drawings or relevant City, State or Federal Code, the City, in its sole discretion, shall have the right to construct or cause to be constructed any and all incomplete Public Improvements.

4.1.1 Amount Required. Developer agrees to provide security of performance in a form that is acceptable to the City and in the amount of \$589,729, which amount is not less than 110% of the reasonable value of the Public Improvements as determined by the City Engineer.

4.2 Foreclosure on Security. In the event the Developer fails to pay the City within sixty (60) days of receipt of the City's written demand for payment, the City may foreclose on the Public Improvement Completion Security; provided, however, the City may foreclose or otherwise take any necessary steps prior to the end of this sixty (60) day period to protect the City's claims in the security from lapsing or expiring.

- 4.2.1 Costs/Indemnification.** Developer shall be liable to the City for any and all costs incurred by the City associated with the construction of any and all incomplete Public Improvements, including, but not limited to engineering, legal and contingent costs together with any damages which the City may sustain on account of Developer's failure to fulfill its obligations. The Developer agrees to indemnify the City for any and all damages incurred associated with any and all incomplete Public Improvements.

SECTION 5. WARRANTY BOND

- 5.1 Warranty Bond.** Pursuant to Providence City Code § 11-5-7(A), Developer agrees to tender to, and name the City as beneficiary to, a three year Warranty Bond.

- 5.1.1 Amount Required.** Developer agrees to tender to the City a Warranty Bond in the amount of \$53,612, which amount is not less than 10% of the estimated cost of the construction of the Public Improvements.

- 5.2 Public Improvement Repair Notice.** In the event that the City discovers any defects in any of the Public Improvements during either the construction period or during the Warranty Period the City shall provide Developer with written notice of such defects.

- 5.2.1 Form of Notice and Time to Repair/Replace.** The notice furnished by the City shall be in substantially the same form as the form attached hereto as **Exhibit "A"**. Developer agrees to repair or replace the defective Public Improvement(s) within ninety (90) days of receipt of Public Improvement Repair Notice.

- 5.3 Foreclosure on Warranty Bond.** If Developer fails to repair or replace the defective Public Improvement to the satisfaction of the City and within the ninety (90) day time frame identified in § 3.3.1, the City may cause the defective Public Improvement(s) to be repaired or replaced and foreclose on the Warranty Bond. The City may, in its discretion, use the Warranty Bond funds for purposes of paying for the repair or replacement of the defective Public Improvement(s) or reimbursing the City for funds spent by the City for the repair or replacement of the defective Public Improvement(s).

- 5.3.1 Costs/Indemnification.** Developer shall be liable for any and all costs incurred by the City associated with constructing and/or repairing any and all defective or incomplete public improvements, including, but not limited to engineering, legal and contingent costs together with any damages which the City may sustain on account of Developer's failure to fulfill its obligations. The Developer agrees to indemnify the City for any and all damages incurred associated with any and all incomplete Public Improvements.

- 5.3.2 Deficiency.** Developer agrees to pay the City for any and all costs associated with the repair or replacement of defective Public Improvement(s) that are not paid for

from the Warranty Bond. City must utilize all available Warranty Bond funds in paying for the cost of repair or replacement of defective Public Improvement(s) before seeking any deficiency amounts from Developer.

- 5.4 Public Safety.** The parties agree that the City may impose a time frame less than ninety (90) days upon Developer to repair or replace defective Public Improvements that the City reasonably determines poses a threat to public safety.

5.4.1 Notice. The City shall notify the Developer, by whatever means are reasonable under the circumstances, of the new time frame for which repair or replacement of the defective Public Improvement(s) must take place. In emergency situations that pose an immediate threat to public safety, the City may, without notice to Developer, immediately repair or replace any defective Public Improvement causing the emergency situation. The City shall notify the Developer as soon as reasonably possible under the circumstances about the emergency condition.

5.4.2 Developer's Obligation upon Receipt of Notice. Within 48 hours of receipt of the City's notice of the shorter time frame referenced in § 5.4.1, Developer shall provide the City with either reasonable assurances that the defective Public Improvement(s) will be repaired or replaced within that time frame or authorize the City to repair or replace the Defective Public Improvements. If the Developer fails to provide reasonable assurances or authorize the City to repair or replace the defective Public Improvement(s) within 48 hours of receipt of the City's notice, the City may elect to repair or replace the defective Public Improvement(s) and foreclose on the Warranty Bond for purpose of paying for the repair or replacement of the defective Public Improvement(s) or reimbursing the City for the same.

SECTION 6. CITY PARTICIPATION IN CONSTRUCTION COSTS OF IMPROVEMENTS

The parties agree and acknowledge that the City will not be sharing in the development costs for the Public Improvements with the Developer. The City does not have any obligation to pay, or reimburse, Developer for any costs associated with the Public Improvements. Likewise, the City does not have any obligation to construct any of the Public Improvements or furnish any labor and/or materials for the construction of the same.

SECTION 7. APPLICATION UNDER FUTURE LAWS

Without waiving any rights granted under this Agreement, Developer may at any time choose to submit a development application for some or all of the Development Property under the City's future laws in effect at the time of that application. Any Development application submitted under the City's future laws shall be governed by all portions of the City's future laws related to the development application.

SECTION 8. EXPIRATION OF FINAL PLAT DEVELOPMENTAL RIGHTS

Pursuant to Providence City Ordinance § 11-3-3, an approved Final Plat will be void if it is not recorded within one (1) year of approval of this Agreement by the City Council. Developer agrees and acknowledges that any vested right to proceed with the development of the Development Property will terminate upon the expiration of the Final Plat.

SECTION 9. MISCELLANENOUS

The following provisions are an integral part of this Agreement:

- 9.1 Entire Agreement/Amendment.** With respect to the subject matter of this Agreement, this Agreement and other documents and instruments identified or contemplated by this Agreement constitute the parties' entire agreement, and may not be altered, modified or amended except as identified herein. All prior and contemporaneous agreements, arrangements and understandings between the parties respecting the subject matter of this Agreement are hereby superseded and rescinded.
- 9.2 Term of Agreement.** The term of this Agreement shall be until **[20 year term]**. If as of that date Developer is not in default, or if any such default is not being cured, then this Agreement shall be automatically extended until **[30 year from date of agreement signed]**. This Agreement shall terminate automatically at build out, meaning the completion of all construction on all of the Project pursuant to the Final Plat, Approved Construction Drawings and this Agreement. The parties acknowledge and agree that the term of this Agreement does not alter or impact in any way the time restraints and deadlines prescribed in City ordinances or Utah State Code and Developer acknowledges that time restraints and deadlines prescribed in City ordinances or Utah State Code will supersede the term of this Agreement.
- 9.3 Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 9.4 Counterparts.** This Agreement may be executed in counterparts, and the delivery of an executed signature page via facsimile shall have the same force and effect as the delivery of an executed original.
- 9.5 Captions.** The headings contained in this Agreement are for reference purposes only and shall not limit, expand or otherwise affect the construction of this Agreement.
- 9.6 Severability.** If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable or unenforceable, such void, voidable or unenforceable term or provision shall not affect the enforceability of the remaining provisions of this Agreement.
- 9.7 Governing Law and Venue.** The parties agree that this Agreement shall be construed and enforced in accordance with the laws of the State of Utah. Any legal action involving a dispute concerning the interpretation or enforcement of this Agreement shall be brought

only in the First Judicial District Court, County of Cache, State of Utah.

- 9.8 Recitals and Exhibits.** All factual recitals set forth herein and referenced or attached exhibits shall be considered a part of this Agreement.
- 9.9 No Third Party Rights/No Joint Venture.** This Agreement does not create a joint venture relationship, partnership or agency relationship between the City and the Developer. Further, the parties do not intend this Agreement create any third-party beneficiary rights. The parties acknowledge that the City has no interest in, responsibility for or duty to any third parties concerning the Public Improvements unless the City has accepted the dedication of such Public Improvements.
- 9.10 No Waiver.** Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of that party to exercise at some future date any such right or other right it may have.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein written above.

City of Providence

By: _____
Don W. Calderwood, Mayor

Attest: _____
Skarlet Bankhead, Recorder

STATE OF UTAH)
 :
County of Cache)

On the _____ of May 2016, personally appeared before me, Don W. Calderwood, and Skarlet Bankhead, who did say that they are the Mayor and City Recorder respectively of Providence, Utah, a Utah municipal corporation, and that the said instrument was signed in behalf of said corporation by authority of a resolution of the City Council and the aforesaid officers acknowledged to me that said corporation executed the same.

Notary Public

PARAMONT DEVELOPMENT INC.

By: _____
Its: _____

STATE OF UTAH)
 :
County of _____)

On this _____ day of May, 2016 personally appeared before me,
_____, who is personally known to me
_____, whose identity I proved of the basis of _____
_____, whose identity I proved on the oath/affirmation of _____,
To be the signer of the above document and he/she acknowledged that he/she signed it.

Notary Public
Commission Expires: _____

EXHIBIT A
Form of Public Improvement Repair Notice

[City of Providence Letterhead]

PUBLIC IMPROVEMENT REPAIR NOTICE
_____ **Subdivision**

[Date]

Re: Notice to Replace or Repair Defective Public Improvements

Dear _____:

This is to notify you that pursuant to an inspection by the City of Providence of the Public Improvements installed by you in accordance with that certain PUBLIC IMPROVEMENT INSTALLATION AND DEVELOPMENT AGREEMENT (the "Public Improvement Agreement") dated _____, 20__, the City of Providence has determined that certain Public Improvements installed by you are defective and require either repair or replacement. The defective Public Improvements are as follows:

[Set forth in detail the nature and extent of the defective Public Improvements]

You are hereby put on notice that unless you either repair or replace the defective Public Improvements as required by this Public Improvement Repair Notice within ninety (90) days *[or state a shorter time frame if the nature of the defective public improvements poses a health and/or safety hazard if not repaired before the 90 day period]* after your receipt of this Public Improvement Repair Notice, weather permitting, the City shall cause the Public Improvements to be repaired or replaced as set forth herein and shall draw upon the Developer Warranty Bond Funds deposited in accordance with the terms and conditions of the Public Improvement Agreement to reimburse the City for the cost of the repairs or replacement of said Public Improvements.

Sincerely Yours,
Providence City,

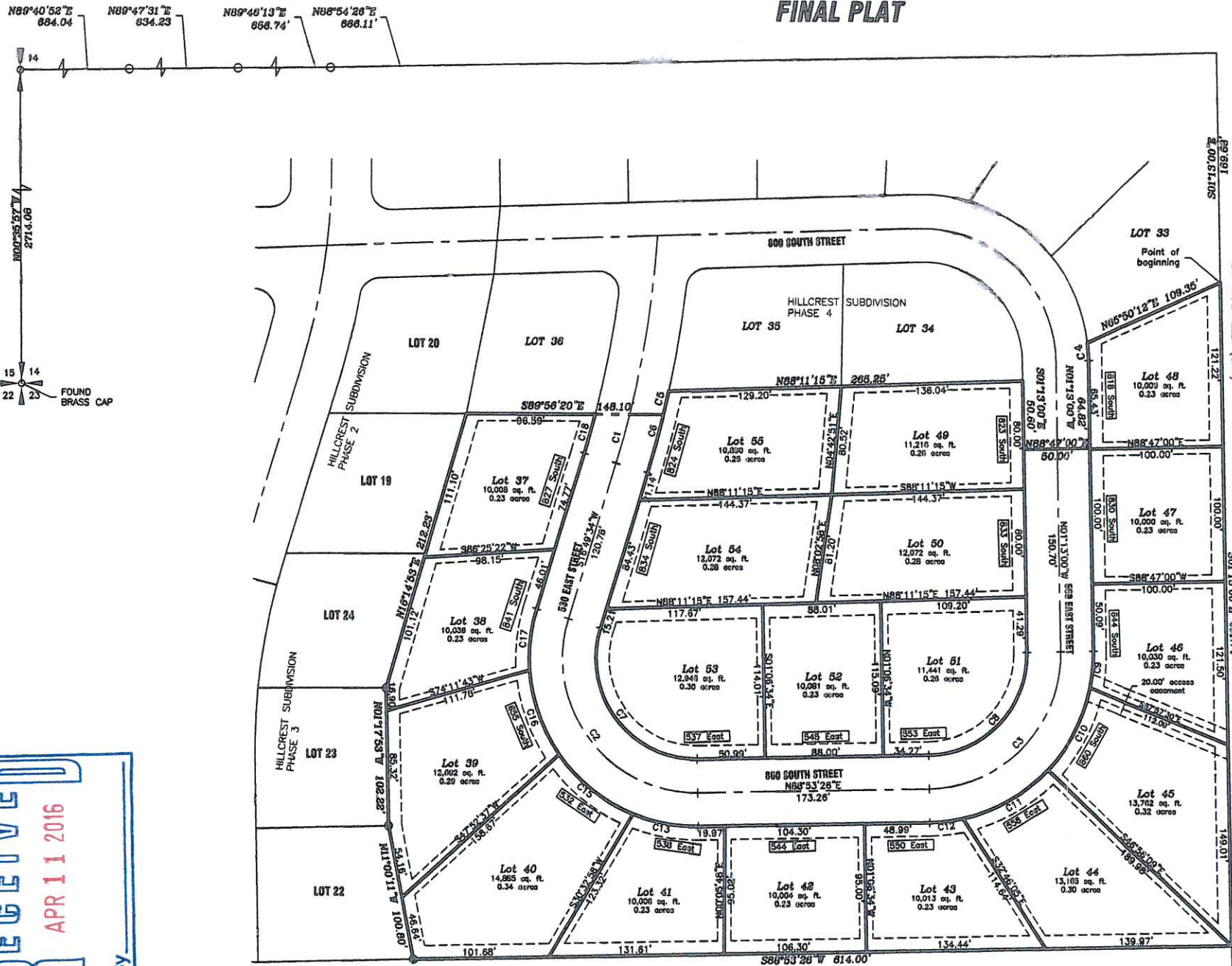
By:

Print Name

HILLCREST SUBDIVISION, PHASE 5

PART OF THE SOUTHWEST QUARTER OF SECTION 14
TOWNSHIP 11 NORTH, RANGE 1 EAST
SALT LAKE BASELINE AND MERIDIAN
PROVIDENCE, UTAH

FINAL PLAT



DORAN & AGNES R BAKER
02-115-0014

LEGEND

SECTION CORNER
1/4 SECTION CORNER
STREET CENTERLINE
ADDRESS

BOUNDARY LINE
LOT LINE
EASEMENT (PUE-PUBLIC UTILITY EASEMENT)
SET REBAR W/ CAP
SEE NOTE#5

NOTES:

1. Building setbacks are as follows:
Front yard = 50 feet
with each being a minimum of 20 feet
Side yard:
Interior lines = 10 feet from adjacent lot

2. Lot easements unless otherwise noted are as follows:
Front yard = 10 feet
Side yard:
All lots = 5 feet for interior lots
Corner lot = 10 feet side on street
Rear yard = 10 feet

3. All expenses involving the necessary improvements or extensions for a culinary water system, sanitary sewer system, gas service, electrical service, telephone service, cable television service, grading and landscaping, storm drainage systems, curb and gutters, fire hydrants, pavement, sidewalks, signage, street lighting and other improvements shall be paid for by the subdivisor.

4. All construction done as per Providence City standards and construction specifications.

5. 3/8" rebar with cap will be set at all rear and interior property corners. Curb pins will be set at the intersection of the lot line with the curbing once it is placed.

6. Per 11-3-3-B-1-L of the subdivision ordinance all lots have an adequate building envelope with regards to hazardous slope, zoning setbacks, etc.

7. Per 11-3-3-B-1-m of the subdivision ordinance the City will not issue any building permit for any lot until minimum improvements, as specified in Section 11-5-2 of the subdivision ordinance are complete.

8. Per 11-3-3-B-1-k of the subdivision ordinance there are no hazardous setbacks shown on the plat.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	37.42	747.00	2°52'12"	37.42	N15°23'28"E
C2	188.38	100.00	107°56'07"	161.74	S37°08'30"E
C3	187.27	100.00	90°06'26"	141.55	N43°50'13"E
C4	13.18	125.00	6°02'34"	13.18	N04°14'17"W
C5	17.65	772.00	1°18'35"	17.65	N12°50'33"E
C6	62.90	772.00	4°38'19"	62.48	N14°30'23"E
C7	141.29	75.00	107°56'07"	121.30	S37°08'30"E
C8	117.95	75.00	90°06'26"	106.17	N43°50'13"E
C9	27.37	125.00	12°32'37"	27.31	N05°03'18"E
C10	69.96	125.00	32°03'56"	69.05	N27°21'35"E
C11	73.82	125.00	33°50'06"	72.75	N60°18'36"E
C12	25.45	125.00	11°39'48"	25.40	N83°03'33"E
C13	50.26	125.00	23°02'18"	49.92	S79°35'25"E
C14	NOT USED				
C15	71.88	125.00	32°56'53"	70.90	S51°35'49"E
C16	67.18	125.00	30°47'37"	66.38	S19°43'34"E
C17	46.15	125.00	21°09'20"	45.89	S06°14'54"W
C18	29.98	722.00	2°22'44"	29.97	N15°38'12"E

OWNERS DEDICATION

KNOW ALL BY THESE PRESENTS THAT WE THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED THE SAME TO BE SUBDIVIDED TO HEREAFTER BE KNOWN AS HILLCREST SUBDIVISION PHASE 5, DO HEREBY DEDICATE TO THE CITY ALL PUBLIC IMPROVEMENTS WHICH SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, STREETS, STORM WATER SYSTEMS, WATER WORKS, SEWER WORKS, ETC., INCLUDED IN THE PROPOSED DEVELOPMENT.

JARED NIELSON

DAY OF _____, 20____.

NORTH



SURVEYOR'S CERTIFICATE

I, Brian G. Lyon, a Registered Land Surveyor, hold Certificate No. 275617, as prescribed by the laws of the State of Utah, and do hereby certify that by authority of the owners, I have made a survey of the tract of land shown on this plat, which is accurately described therein, and have subdivided said tract of land into lots and streets to be hereafter known as HILLCREST SUBDIVISION PHASE 5.

Signed on this _____ day of _____, 20____.



BOUNDARY DESCRIPTION

Part of the Southwest Quarter of Section 14, Township 11 North, Range 1 East of the Salt Lake Baseline and Meridian described as follows:

Commencing at the Southwest Corner of Section 14, Township 11 North, Range 1 East of the Salt Lake Baseline and Meridian monumented with a Brass Cap thence N 00°35'57"W 2714.08 feet (Basis of Bearing) along the west line of the Southwest Quarter of said Section 14 to the West Quarter Corner of said Section 14 monumented with an Aluminum Cap; thence N89°40'52"E 684.04 feet to a point on the east right-of-way line of 350 East Street; thence N 89°47'31"E 634.23 feet to the Northeast Corner of Hillcrest Subdivision Phase 1, recorded January 28, 2009 under Entry No. 988582; thence N89°46'13"E 656.74 feet; thence N 88°54'26"E 666.11 feet to the Northeast Corner of Hillcrest Subdivision Phase 4; thence S 01°13'00"E 189.88 feet to the Southeast Corner of Lot 33 and the POINT OF BEGINNING and running:
thence S 01°13'00"E 491.74 feet;
thence S 88°53'26"W 614.00 feet to the Southeast Corner of Lot 22, Hillcrest Subdivision, Phase 3;
thence along Hillcrest Subdivision Phase 3 the next three courses:
1) thence N 11°00'11"W 100.80 feet;
2) thence N 01°17'33"W 102.22 feet;
thence N 18°14'53"E 212.23 feet along Hillcrest Subdivision Phase 2 and Phase 3 to the Southeast Corner of Lot 36, Hillcrest Subdivision, Phase 4;
thence along Hillcrest Subdivision, Phase 4, the next seven courses:
1) thence S 89°56'20"E 148.10 feet;
2) thence 17.65 feet along a non-tangential curve to the left having a radius of 772.00 feet (center bears N78°50'09"W), a central angle of 1°18'36", and a chord which bears N 12°50'33"E 17.65 feet;
3) thence N 88°11'15"E 265.25 feet;
4) thence S 01°13'00"E 50.60 feet;
5) thence N 88°47'00"E 50.00 feet;
6) thence N 01°13'00"W 64.82 feet; thence 13.18 feet along a curve to the left having a radius of 125.00 feet, a central angle of 6°02'34", and a chord which bears N 04°14'17"W 13.18 feet;
7) thence N 65°50'12"E 109.35 feet to the point of beginning, containing 5.89 acres.

OWNERS:
PARAMOUNT DEVELOPMENT INC
399 NORTH MAIN
LOGAN, UTAH 84321
84332

HILLCREST SUBDIVISION, PHASE 5

PART OF THE SOUTHWEST QUARTER OF SECTION 14
TOWNSHIP 11 NORTH, RANGE 1 EAST
SALT LAKE BASELINE AND MERIDIAN
PROVIDENCE, UTAH

FINAL PLAT

ALLIANCE CONSULTING ENGINEERS

150 EAST 200 NORTH SUITE P
LOGAN, UTAH 84321
(435) 755-5121

DATE 3-2018

DRAWN BY

REVIEW BY: BGL

JOB NO.

MAYOR APPROVAL

APPROVED THIS _____ DAY OF _____, 20____ BY THE PROVIDENCE CITY MAYOR

PROVIDENCE CITY MAYOR

CITY ENGINEER APPROVAL

APPROVED THIS _____ DAY OF _____, 20____ BY THE PROVIDENCE CITY ENGINEER

PROVIDENCE CITY ENGINEER

UTILITIES APPROVAL

Each of the utility companies below state that they have reviewed the plat, that they approve the plat as it relates to their particular company, that they are in agreement with placing all of their utilities underground within the right-of-way as shown on the plans and are willing to provide the needed service for the development.

CITY'S CULINARY WATER AND
SANITARY SEWER REPRESENTATIVE

ROCKY MNTN POWER REPRESENTATIVE

QUESTAR REPRESENTATIVE

COMCAST CABLE REPRESENTATIVE

CENTURY LINK REPRESENTATIVE

ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF _____

ON THE _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME _____ WHO DULY ACKNOWLEDGED TO ME THAT THEY (HE/SHE) EXECUTED THE SAME.

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

RESIDING AT _____

CORPORATE ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF CACHE

On the _____ day of _____, A.D., 20____, personally appeared before me, JARED NIELSON, President of Paramount Development, Inc., a Utah Corporation, signers of the within instrument who declared to me, that they signed this instrument on behalf of the corporation pursuant to a resolution of the board of directors of said corporation.

My commission expires: _____

Notary Public _____

Residing at: _____

COUNTY RECORDER

THIS IS TO CERTIFY THAT THIS PLAT WAS FILED FOR RECORDING IN THE CACHE COUNTY RECORDERS OFFICE ON THE _____ DAY OF _____, 20____ AT _____ O'CLOCK AND IS DULY RECORDED

FILING NO. _____

COUNTY RECORDER

PLANNING COMMISSION APPROVAL

RECOMMENDED FOR APPROVAL BY THE CITY OF PROVIDENCE PLANNING COMMISSION THIS _____ DAY OF _____, 20____, A.D.

CITY ATTORNEY APPROVAL

APPROVED THIS _____ DAY OF _____, 20____ BY THE PROVIDENCE CITY ATTORNEY

PROVIDENCE CITY ATTORNEY